
The **SECOND DEED OF TRUST** amended hereby secures a **Line of Credit** to be used for **Commercial Purposes**. The aggregate maximum principal amount secured by the Deed of Trust as Amended hereby is \$25,000,000.

FIRST AMENDMENT TO SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

BY

GREEN VALLEY HOLDING, INC.,

as Grantor,

TO

SHERRI T. DAVIS,

as Trustee for the benefit of

CANADIAN IMPERIAL BANK OF COMMERCE,

as Second Lien Collateral Agent,

Beneficiary

Dated as of November 2, 2005

Relating to Premises in:

Olive Branch, Mississippi

This instrument was prepared in consultation with counsel in the state in which the Trust Property is located by the attorney named below and after recording, please return to:

Diane Schottenstein, Esq.
Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005
Phone: 212-701-3706

Indexing Instructions:

Marginal Notation

Book 2,141, Page 41

Please Return To

Zonia N. Veal
First National Financial Title Services, Inc.
3237 Satellite Blvd., Bldg. 300, Ste. 450
Duluth, GA 30096

142267

FNF(ups)

FIRST AMENDMENT TO SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING

KNOW ALL PERSONS BY THESE PRESENTS:

THIS FIRST AMENDMENT TO SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment"), dated as of November 2, 2005, made by GREEN VALLEY HOLDING, INC. , a Mississippi corporation having an office at 11170 Green Valley Drive, Olive Branch, Mississippi 38654, as grantor, assignor and debtor (in such capacities and together with any successors in such capacities, the "Grantor"), in favor of SHERRI T. DAVIS, at First National Financial Title Services, Inc., having an office at 7145 Swinnea Road, Southaven, MS 38671, as Trustee under the Deed of Trust (together with any successors in such capacities, the "Trustee") for the benefit of CANADIAN IMPERIAL BANK OF COMMERCE, having an office at 300 Madison Avenue, New York, NY 10017, in its capacity as collateral agent for the Secured Parties (as hereinafter defined), as beneficiary, assignee and secured party (in such capacities and together with any successors in such capacities, the "Beneficiary").

W I T N E S S E T H :

WHEREAS, the Grantor executed and delivered to the Beneficiary, a SECOND DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of December 17, 2004, recorded on January 7, 2005, in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Book 2,141, Page 41 (the "Original Deed of Trust"), pursuant to which the Grantor granted to Beneficiary a security interest in and upon all of the Grantor's right, title and interest in and to the Trust Property, comprised in part of the Land described on Exhibit A annexed hereto, to secure the payment and performance in full when due of the Obligations.

WHEREAS, MARIETTA INTERMEDIATE HOLDING CORPORATION, as borrower (the "Borrower") entered into that Second Lien Credit Agreement, dated as of December 17, 2004 (the "Original Credit Agreement"), among the Borrower, MARIETTA HOLDINGS CORPORATION ("Holdings"), the Grantor and the other Subsidiary Guarantors, the Lenders, CIBC World Markets Corp, as Sole Lead Arranger, Canadian Imperial Bank of Commerce, as Administrative Agent and Collateral Agent, Antares Capital Corporation, as Documentation Agent, and General Electric Capital Corporation, as Syndication Agent.

WHEREAS, contemporaneously with the execution and delivery of this Amendment, the Borrower, Holdings, the Grantor and the other Subsidiary Guarantors, the Lenders, CIBC World Markets Corp, as Sole Lead Arranger, Canadian Imperial Bank of Commerce, as Administrative Agent and Collateral Agent, Antares Capital Corporation, as Documentation Agent, and General Electric Capital Corporation, as Syndication Agent are entering into the Amended and Restated Second Lien Credit Agreement (the "Amended and Restated Credit Agreement"; the Original Credit Agreement, as amended by the Amended and Restated Credit Agreement, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement", which term shall also include and refer to

any increase in the amount of indebtedness under the Credit Agreement), to provide, among other things, for the Borrower's ability to incur new term loans in the initial aggregate principal amount of \$35,000,000 (the "New Term Loans") under the First Lien Credit Agreement, which New Term Loans shall constitute First Lien Obligations and repay the full principal amount of Existing Revolving Loans (as defined in the First Lien Credit Agreement) with no corresponding reduction of the Revolving Commitments (as defined in the First Lien Credit Agreement) together with all interest accrued thereon (the "Revolver Repayment").

WHEREAS, the parties hereto desire to amend the Original Deed of Trust as set forth herein.

NOW, THEREFORE, the parties hereto hereby agree and consent as follows:

Section 1. Defined Terms. Each capitalized term used but not otherwise defined herein shall have the meaning assigned to such term in the Deed of Trust. In addition, any reference to the "Deed of Trust" shall be deemed to be a reference to the Original Deed of Trust as amended by this Amendment.

Section 2. Confirmation and Restatement. The Grantor, to induce the Beneficiary to consummate the transactions contemplated by the Credit Agreement, and in order to continue to secure the payment of the Obligations, (a) hereby confirms and restates (i) the conveyance pursuant to the Original Deed of Trust to the Trustee, in trust for the Beneficiary of the Trust Property and (ii) the grant pursuant to the Original Deed of Trust to the Trustee, in trust for the Beneficiary or to the Beneficiary of security title and a security interest in and upon the Trust Property and (b) hereby agrees that (i) the Original Deed of Trust secures the Obligations and (ii) that the Deed of Trust secures the Obligations. Nothing contained in this Amendment shall be construed as (a) a novation of the Obligations or (b) a release or waiver of all or any portion of the conveyance to the Trustee, in trust for the Beneficiary of the Trust Property or the grant to the Trustee, in trust for the Beneficiary of security title and a security interest in and upon the Trust Property pursuant to the Original Deed of Trust.

Section 3. Amendment to Original Deed of Trust. The Original Deed of Trust is amended as follows:

(a) Recital A is amended by deleting it in its entirety and replacing it with the following:

Pursuant to that certain Second Lien Credit Agreement, dated as of December 17, 2004, as amended and restated pursuant to that Amended and Restated Second Lien Credit Agreement dated as of November 2, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; which term shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement among MARIETTA INTERMEDIATE HOLDING CORPORATION, as borrower (the "Borrower"), MARIETTA HOLDINGS CORPORATION ("Holdings"), the Grantor and the other Subsidiary Guarantors (such term and each other capitalized term used and not defined herein having the meaning given to it in Article I), the Lenders, CIBC World Markets Corp, as Sole Lead Arranger, Canadian Imperial Bank of Commerce, as Administrative Agent and Collateral Agent,

Antares Capital Corporation, as Documentation Agent, and General Electric Capital Corporation, as Syndication Agent, the Lenders have agreed to make to or for the account of the Borrower certain Loans.

(b) In Recital F, the word "Secured" is deleted from before the word "Obligations" in the third line.

(c) In Section 2.6(c) the word "Secured" is deleted from before the word "Obligations" in the fifth line.

(d) In Section 11.4 of the Original Deed of Trust, the reference to Section 11.03 of the Credit Agreement shall be to Section 10.03 of the Credit Agreement.

Section 4. Effectiveness. This Amendment shall be effective as of November 2, 2005 (the "Effective Date"). Except as herein provided, the Original Deed of Trust shall remain unchanged and in full force and effect.

Section 5. Subordination.

Grantor expressly agrees that the Deed of Trust is and shall be subject and subordinate to the First Deed of Trust and all First Lien Obligations secured thereunder, including, without limitation, the New Term Loans and the Revolving Loans after the Revolver Repayment, in accordance with the provisions of the Intercreditor Agreement.

Section 6. Miscellaneous.

(a) This Amendment relates only to the specific matters covered herein and shall not constitute a consent to or waiver or modification of any other provision, term or condition of the Deed of Trust.

(b) All terms, provisions, covenants, representations, warranties, agreements and conditions contained in the Deed of Trust shall remain in full force and effect, except as expressly provided herein.

(c) From and after the execution of this Amendment by the parties hereto, each reference in the Deed of Trust to "this Agreement", "hereof", "herein", "hereby" or words of like import shall be deemed to be a reference to the Original Deed of Trust as amended by this Amendment.

(d) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(e) THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSISSIPPI WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS,

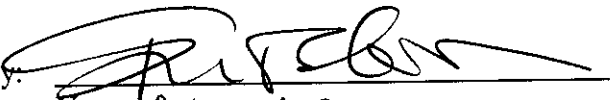
EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR ITEM OR TYPE OF TRUST PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Beneficiary have on the date set forth in the acknowledgement hereto, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given, to be effective as of the date first above written.

Grantor:

GREEN VALLEY HOLDING, INC., a Mississippi corporation,
as Grantor

By: 
Name: Richard A. Bloom
Title: CEO & President

Beneficiary:

CANADIAN IMPERIAL BANK OF
COMMERCE,
as Collateral Agent,
as Beneficiary

By: _____
Name:
Title:

STATE OF California
COUNTY OF Los Angeles

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of October, 2005, within my jurisdiction, the within named Richard A. Bloom, duly identified before me, who acknowledged that [s]he is CEO & President of Green Valley Holding, Inc., a Mississippi corporation and that for and on behalf of said corporation, and as its act and deed, [s]he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Roberta Striplin
NOTARY PUBLIC

My Commission Expires:

May 4, 2008
(Affix official seal)




339 IN WITNESS WHEREOF, Grantor and Beneficiary have on the date set forth in
340 the acknowledgement hereto, caused this instrument to be duly EXECUTED AND DELIVERED
341 by authority duly given, to be effective as of the date first above written.

342 Grantor: GREEN VALLEY HOLDING, INC., a Mississippi
343 corporation,
344 as Grantor

345 By: _____
346 Name:
347 Title:

348 Beneficiary: CANADIAN IMPERIAL BANK OF
349 COMMERCE,
350 as Collateral Agent,
351 as Beneficiary

352 By:  _____
353 Name: *Brian S. Gerson*
354 Title: *Managing Director*

355

370 STATE OF NY
371
372 COUNTY OF NY
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375 Personally appeared before me, the undersigned authority in and for the said
376 county and state, on this 1st day of Nov, 2005, within my jurisdiction, the within named
377 Brian Gerson, duly identified before me, who acknowledged that he is
378 Managing Director of Canadian Imperial Bank of Commerce and that for and on be-
379 half of said bank, and as its act and deed as collateral agent for the Secured Parties (as defined in
380 this First Amendment to Deed of Trust) and that in said representative capacity he executed the
381 above and foregoing instrument, after first having been duly authorized so to do.

382 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

383 Judith Chaitow
384 NOTARY PUBLIC

385 My Commission Expires:

386 2-28-06
387 (Affix official seal)

JUDITH CHAITOW
Notary Public, State of New York
No. 31-4689789
Qualified in New York County
Commission Expires February 28, 2006

Exhibit A — Legal Description

All that tract or parcel of land lying and being a part of DeSoto County, Mississippi, more particularly described as follows:

Lots 23, 24, 25, and the West 30 feet of Lot 22, Holiday Industrial Park, in Section 24, Township 1 South, Range 6 West, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 10, pages 10-13, and revised in Plat Book 14, pages 11-15, in the office of Chancery Clerk of DeSoto County, Mississippi, and more particularly described as: BEGINNING at a point on the South side of Green Valley Drive (an 80 foot right of way) 783 feet East of the center line of Bethel Road (a 106 right of way), said point being the Northeast corner of the subject property and being 10 feet South of a mark found on the curb; thence, South leaving Green Valley Drive, at a 90 degree angle, a distance of 479.50 feet to a point in the North right of way of a 25 foot railroad easement; thence, Westwardly at an internal angle of 90 degrees, a distance of 730 feet to a point in the East right of way Bethel Road (also known as Hacks Cross Road); thence, Northwardly at an internal angle of 90 degrees along the East right of way of Bethel Road, a distance of 439.50 feet to a point of curvature; thence along a curve to the right having a radius of 40 feet, a central angle of 90 degrees and length of curve of 62.83 feet to the point of tangency with the South right of way line of Green Valley Drive: thence Eastwardly along said right of way line 690 feet to the point of beginning.